

**CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION (RCA)**

DEPARTMENT: STREET

AGENDA DATE: November 1, 2005

CONTACT PERSON/PHONE: Daryl W. Cole 621-6750

DISTRICT(S) AFFECTED: 8

SUBJECT:

That the City Manager be authorized to sign the following Easement Without Warranty Deeds from the United States of America to the City of El Paso which will allow the City the following uses on property owned by the United States of America: Easement No. GS-07B-99076 Utility Easement; Easement No. GS-07B-99077 Storm Sewer Easement; Easement No. GS-07B-99079 Traffic Counter Easement; Easement No. GS-07B-99080 Overhead Canopy Easement.

BACKGROUND / DISCUSSION:

The GSA is granting easements to the City of El Paso along the Paso Del Norte Federal Inspection Facilities, for expansion of the Toll Collection Plaza, International Bridge Canopies, Fiber Optic Communication, El Paso Water Utility's Sanitary and Water Supply, and the realignment of the storm sewers.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No

AMOUNT AND SOURCE OF FUNDING:

Cost: None Funding Source: N/A

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Daryl W. Cole 

cc: *Pat Adaauto, Deputy City Manager*
Rick Conner, City Engineer

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the following Easements without Warranty Deeds from the United States of America to the City of El Paso which will allow the City the following uses on property owned by the United States of America.

Easement No. GS-07B-99076 Utility Easement
Easement No. GS-07B-99077 Storm Sewer Easement
Easement No. GS-07B-99079 Traffic Counter Easement
Easement No. GS-07B-99080 Overhead Canopy Easement

ADOPTED this 1st day of November 2005.

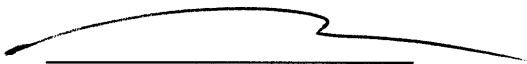
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adauto, Deputy City
Manager Development and
Infrastructure Services

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER

DARYL W. COLE
STREETS DIRECTOR



CITY COUNCIL

ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
J. ALEXANDRO LOZANO, DISTRICT 3
MELINA CASTRO, DISTRICT 4
PRESI ORTEGA, JR., DISTRICT 5
EDDIE HOLGUIN, JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

STREET DEPARTMENT

October 21, 2005

TO: The Honorable Mayor & City Council
Joyce Wilson, City Manager
Pat Adauto, Deputy City Manager

FROM: Daryl W. Cole, Streets Director

SUBJECT: AGENDA ITEM FOR COUNCIL MEETING OF NOVEMBER 1, 2005
RESOLUTION TO EXECUTE EASEMENTS FROM GSA - DISTRICT 8

Daryl W. Cole
10/21/05

The General Services Administration (GSA) is granting easements to the City of El Paso along the Paso Del Norte Federal Inspection Facilities, for expansion of the Toll Collection Plaza, International Bridge Canopies, Fiber Optic Communication, El Paso Water Utility's Sanitary and Water Supply, and the realignment of the storm sewers. The GSA has agreed to provide these easements at no cost to the City.

The Street Department is recommending to grant to the United States Government use of parking along the western curb line of Oregon Street between 6th Street and Loop 375 at no cost, during the time in which the General Services Administration (GSA) is constructing their new facilities in support of the Paso Del Norte International Bridge.

DWC/rb
Enclosure: Resolution

cc: Rick Conner, City Engineer
Ted Marquez, Traffic Engineer

COPY

Easement No. GS-07B-99076

EASEMENT DEED WITHOUT WARRANTY

STATE OF TEXAS)(

COUNTY OF EL PASO)(

WHEREAS, the United States of America and the City of El Paso, a municipal corporation operating in the State of Texas, County of El Paso, and whose address is 2 Civic Center Plaza, El Paso, Texas, 79901, have mutual interests and benefits in and from the contemplated easement uses on property owned by the United States of America:

- Utility Line(s)
- Toll Collection(s)
- Pedestrian Access
- Pedestrian Canopies
- Landscaping
- Illumination
- Fiber Optic Communications
- Storm and Sewer Drainage
- Building Structure as depicted in Exhibit "B"

WHEREAS, to create and maintain said uses, the City of El Paso needs an easement to use portions of the Federal Site; and

WHEREAS, the City of El Paso has requested that the United States of America grant it an easement as depicted in the attached exhibit, which is incorporated by reference for all purposes, hereinafter referred to as the Premises, over property owned by

0.7502 Acre Utility Easement

the United States of America, for the purpose of entering, accessing, constructing, installing, operating, maintaining, inspecting, replacing, upgrading and repairing the above referenced uses, therewith; and,

NOW, THEREFORE KNOW ALL BY THESE PRESENTS, that the United States of America, acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to the authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (40 U.S.C. 101, et seq.), and rules, orders and regulations issued pursuant thereto, and the Act of October 23, 1962, (76 Stat. 1129, 40 U.S.C. 1314), for and in consideration of the premises, does by these presents bargain, sell, grant and convey, without warranty, express or implied, unto the said City of El Paso, (hereinafter, sometimes called "Grantee"), its successors and assigns, subject to the reservations, exceptions, conditions and covenants hereinafter set forth, a non-exclusive easement, commencing on the date that the easement is executed on behalf of the Government, as follows:

The nonexclusive easement and right for the entering, accessing, construction, installation, operation, maintenance, inspection, replacement, upgrading and repairing of the utility lines, toll collections, pedestrian access, pedestrian canopies and landscaping, illumination, fiber optic communications, storm/sewer drainage, building structure and appurtenances thereto and any other incidental uses required above, under, upon and along the easement area, being shown in Exhibit "A", which is attached hereto and incorporated by reference.

0.7502 Acre Utility Easement

Grantee has the right of ingress and egress at any time to and from or along said right-of-way across the adjoining land of the Grantor. However, Grantee shall request ingress/egress from Grantor prior to accessing secured areas of the adjoining land of the Grantor along said right-of-way. Said Grantor contact for this provision of the easement shall be the GSA Buildings Manager Office in El Paso, Texas.

The easement rights herein conveyed are non-exclusive rights, and the United States reserves unto itself, its officers, agents, and employees, the right to construct, operate, repair, replace, upgrade, use and maintain across, on, over and/or under the Premises, facilities, including, but not limited to, electric, distribution and/or transmission lines, telephone lines, telegraph lines, parking lots, roads, and sidewalks, and the United States further reserves the right to grant to others a non-exclusive easement right for such similar purposes, and the United States further reserves the right to enter upon the premises at any time and for any purposes necessary or convenient in connection with Government purposes, to make inspections, or to make any other use of the lands as may be necessary in connection with Government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

Grantee, by acceptance of this easement covenants for itself and its successors and contractors to restore and repair any and all United States-owned property affected by the Grantee's improvements. The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee pursuant to this easement and shall exercise due diligence in the protection of all property located on the Premises against damage from any and all causes. Any property of the

0.7502 Acre Utility Easement

United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the General Services Administration (GSA), or at the election of GSA, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to GSA.

To the extent permitted by relevant law, the Grantee, by the acceptance of this easement, covenants for itself and its successors and contractors to indemnify and hold harmless the United States of America from and against all claims, demands, and suits arising out of or incidental to the use of the Premises by Grantee, its successors, assigns, agents and contractors.

This conveyance is made and accepted subject to all other existing easements, including but not limited to existing easements for roads and highways, railroads, sewer lines, water lines, gas lines, telephone lines, electrical service, distribution, and/or transmission lines, irrigation lines and other pipelines and utilities which appear in the Real Property records of El Paso County, Texas. This easement is also subject to easements subsequently granted.

This easement will be terminated in whole or in part if there has been (a) failure to comply with any terms or conditions of the grant; or (b) a nonuse of the easement for a consecutive two-year period for the purposes for which granted; or (c) an abandonment of the easement, provided that written notice by Grantor of such termination shall be given to the grantee, its successors or assigns. Grantee shall be provided notice and a thirty-day (30) opportunity to cure any non-compliance or to rebut any notice of nonuse or abandonment.

0.7502 Acre Utility Easement

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the City of El Paso, Attn: Daryl Cole, Street Director, 2 Civic Center Plaza, El Paso, Texas, 79901, and if to the United States, to the General Services Administration, Public Buildings Service, Acquisition Services Division, Site Acquisition Staff (7PM), 819 Taylor Street, 12th Floor, Fort Worth, TX 76102, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the Premises are located.

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

Without prior written approval from GSA, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency (EPA), or any

0.7502 Acre Utility Easement

Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the EPA or any Federal, State, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from or on the premises. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

After the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as GSA may indicate, remove said facilities described herein and restore the Premises to the satisfaction of GSA. In the event the Grantee shall fail to remove said facilities and restore the Premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

This instrument is effective only insofar as the rights of the United States in the Premises are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any permit or license which may be required by any Federal, State or local statute in connection with use of the Premises.


TO HAVE AND TO HOLD the foregoing easement unto said Grantee, its successors and assigns for a period of twenty-five (25) years, commencing on the date

0.7502 Acre Utility Easement

executed on behalf of the Government, subject to the exceptions, reservations, covenants and conditions herein contained. Upon mutual agreement by both parties, the term may be extended for additional 10 year terms.

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused this instrument to be executed this 28 day of Sept., 2005.

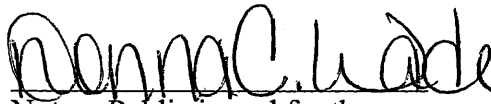
UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By 
William Neil Landers
Site Acquisition Staff, 7PM
General Services Administration
Fort Worth, Texas

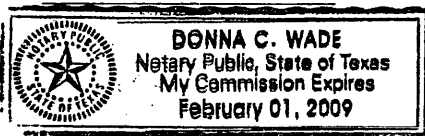
STATE OF TEXAS

COUNTY OF TARRANT

Sept. The foregoing instrument was acknowledged before me this 28 day of Sept., 2005, by William Neil Landers as Contracting Officer on behalf of the United States of America acting through its General Services Administration.


Notary Public in and for the
State of Texas

My commission expires:



0.7502 Acre Utility Easement

The City of El Paso

Joyce A. Wilson
City Manager

STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Joyce A. Wilson as City Manager on behalf of the City of El Paso, TX.

Notary Public in and for the
State of Texas

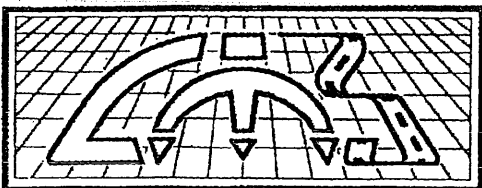
My commission expires:

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT

Daryl W. Cole
Daryl W. Cole, Director
Streets Department



Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

METES AND BOUNDS DESCRIPTION

PROPOSED UTILITY EASEMENT

A 0.7502 ACRE PARCEL OF LAND LOCATED WITHIN UNITED STATES GOVERNMENT PROPERTY PASEO DEL NORTE PORT OF ENTRY, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at an existing city monument lying 10 feet east and 10 feet north of the centerline intersection of Sixth Street (70' R.O.W.) and El Paso Street (70' R.O.W.); THENCE, South 14°40'35" East a distance of 45.00 feet to a point lying in the southerly projected right of way line of said Sixth Street identical with the northerly boundary line of the United States Government Paseo Del Norte Port of Entry property; THENCE, South 75°19'25" West with said common line a distance of 17.40 feet to the **POINT OF BEGINNING** for the following easement description;

THENCE, leaving said common line, South 01°06'07" West a distance of 132.07 feet to a corner of this easement;

THENCE, South 01°14'46" East a distance of 187.91 feet to a corner of this easement;

THENCE, South 18°43'22" West a distance of 51.55 feet to a corner of this easement;

THENCE, North 81°57'46" East a distance of 137.80 feet to a corner of this easement;

THENCE, North 28°53'26" East a distance of 95.00 feet to a corner of this easement;

THENCE, North 75°19'25" East a distance of 214.00 feet to a point lying in the westerly right of way line of Oregon Street and a corner of this easement;

THENCE, South 14°40'35" East with said westerly right of way line a distance of 10.00 feet to a corner of this easement;

THENCE, leaving said westerly right of way line, South 75°19'25" West a distance of 209.71 feet to a corner of this easement;

THENCE, South 28°53'26" West a distance of 95.71 feet to a corner of this easement;

THENCE, South 81°57'46" West a distance of 146.26 feet to a corner of this easement;

THENCE, South 01°12'56" East a distance of 262.30 feet to a corner of this easement;

THENCE, South 04°24'48" West a distance of 91.65 feet to a corner of this easement;

THENCE, South 01°14'46" East a distance of 279.33 feet to a point lying in the northerly right of way line of U. S. Highway Loop 375 (Border Highway) and a corner of this easement;

THENCE, with said northerly right of way line and with the arc of a 1509.30 feet radius curve to the right thru a central angle of 00°46'06" with a chord 20.24 feet in length bearing North 82°24'37" West a distance of 20.24 feet to a 5/8" rebar with cap stamped "LAND-MARK TX5710" set for the southwesterly corner of said U. S. Government Paseo Del Norte Port of Entry property and a corner of this easement;

THENCE, leaving said right of way line and with the westerly boundary line of said U. S. Government Paseo Del Norte Port of Entry Property, North 01°14'46" West a distance of 102.98 feet to an existing 5/8" rebar with cap stamped "LAND-MARK TX5710" and a corner of this easement;

THENCE, continuing with said westerly boundary line, North 75°19'25" East a distance of 1.60 feet to an existing 5/8" rebar with cap stamped "LAND-MARK TX5710" and a corner of this easement;

1420 Bessemer • El Paso, Texas 79936

Tel. (915) 598-1300 • Fax (915) 598-1221 • E-mail address: lmsurvey@swbell.net

THENCE, continuing with said westerly boundary line, North 01°14'46" West a distance of 188.15 feet to an existing 5/8" rebar with cap stamped "LAND-MARK TX5710" and a corner of this easement;

THENCE, continuing with said westerly boundary line, South 75°19'25" West a distance of 1.43 feet to an existing 5/8" rebar with cap stamped "LAND-MARK TX5710" and a corner of this easement;

THENCE, continuing with said westerly boundary, North 01°36'53" West a distance of 25.66 feet to an existing 5/8" rebar with cap stamped "LAND-MARK TX5710" and a corner of this easement;

THENCE, continuing with said westerly boundary, North 14°40'35" West a distance of 35.00 feet to an existing "+" chiseled in concrete and a corner of this easement;

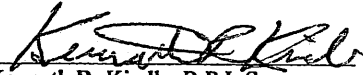
THENCE, continuing with said westerly boundary line, North 14°11'06" West a distance of 35.00 feet to a corner of this easement;

THENCE, continuing with said westerly boundary line, North 75°19'25" East a distance of 25.70 feet to a corner of this easement;

THENCE, North 01°14'46" West with said westerly boundary line a distance of 606.59 feet to an existing "+" chiseled in concrete and a corner of this easement;

THENCE, North 75°19'25" East with said northerly boundary line of said U. S. Government Property and projected southerly right of way line of said 6th street a distance of 46.70 feet to the **POINT OF BEGINNING**.

This easement as described above contains 0.7502 Acres (32,681 Square Feet) more or less.


Kenneth R. Kindle, R.P.L.S.
Texas License No. 5710
Job. No. 20818C(Rev5)
Date July 23, 2005.





CALLEROS

SANTA FE



CITY OF EL PASO
STREET DEPARTMENT

PROJECT NAME

PASO DEL NORTE BRIDGE
PROPOSED TOLL COLLECTION BUILDING

SCALE
HOR: 1" = 40'
VER: N/A
DATE: MAR 30, 2009
DESIGN BY:
DRAWN BY: J.C.
CHKD. BY:
APPD. BY:

ENGINEER'S SEAL

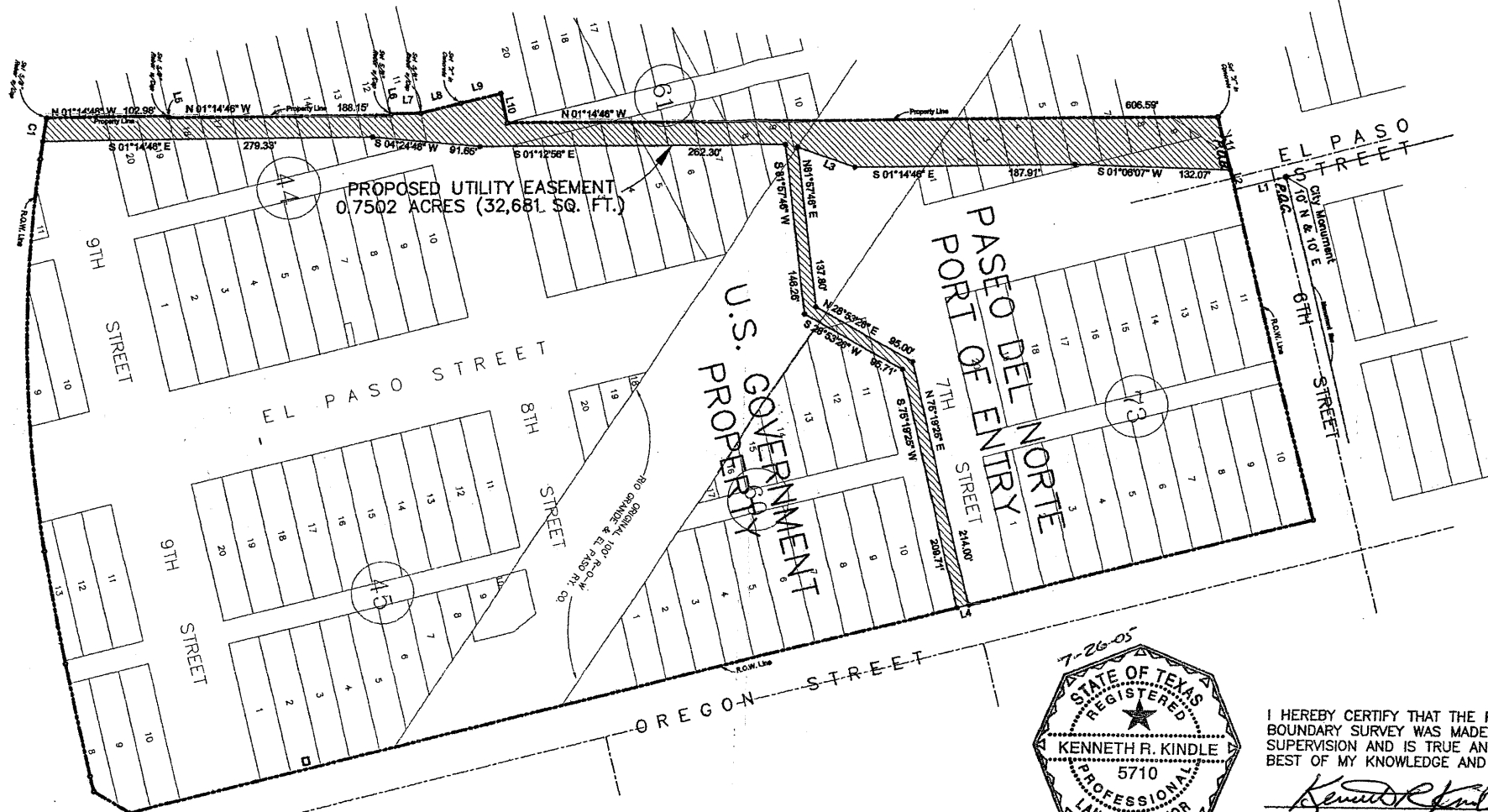
REFERENCES --- BENCHMARKS

BENCHMARKS:

DATE	REVISIONS	BY

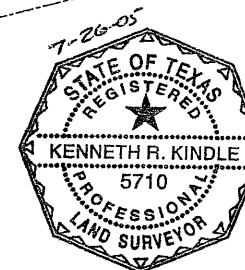


BORDER HIGHWAY LOOP 375



LINE TABLE	BEARING	DISTANCE
L1	S14°40'35\"E	45.00'
L2	S75°19'25\"W	17.40'
L3	S18°43'22\"W	51.55'
L4	S14°40'35\"E	10.00'
L5	N75°19'25\"E	1.00'
L6	S75°19'25\"W	1.43'
L7	N01°36'53\"W	25.66'
L8	N14°40'35\"W	35.00'
L9	N14°17'06\"W	35.00'
L10	N75°19'25\"E	25.70'
L11	N75°19'25\"E	46.70'

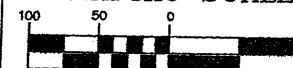
Curve No.	Radius	Length	Chord	Bearing	Delta
C1	1503.30	20.24	20.24	N 82°24'37\" W	00°46'06\"



I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY SURVEY WAS MADE UNDER MY
SUPERVISION AND IS TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

Kenneth R. Kindle
KENNETH R. KINDLE, R.P.L.S.
TEXAS 5710

GRAPHIC SCALE



Scale: 1" = 100'

Boundary Survey

A PROPOSED UTILITY EASEMENT
WITHIN U.S. GOVERNMENT PROPERTY
AT THE PASO DEL NORTE
PORT OF ENTRY
CITY OF EL PASO
EL PASO COUNTY, TEXAS
(Metes & Bounds Description Attached)

Job No. 05-03-20818C(Rev3)

Date: APRIL 28, 2005

Sheet # 1 OF 1



Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
email: Land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

COPY

EASEMENT DEED WITHOUT WARRANTY

STATE OF TEXAS)(

COUNTY OF EL PASO)(

WHEREAS, the United States of America and the City of El Paso, a municipal corporation operating in the State of Texas, County of El Paso, and whose address is 2 Civic Center Plaza, El Paso, Texas, 79901, have mutual interests and benefits in and from the contemplated easement uses on property owned by the United States of America:

- Storm and Sewer Drainage

WHEREAS, to create and maintain said uses, the City of El Paso needs an easement to use portions of the Federal Site; and

WHEREAS, the City of El Paso has requested that the United States of America grant it an easement as depicted in the attached exhibit, which is incorporated by reference for all purposes, hereinafter referred to as the Premises, over property owned by the United States of America, for the purpose of entering, accessing, constructing, installing, operating, maintaining, inspecting, replacing, upgrading and repairing the above referenced uses, therewith; and,

NOW, THEREFORE KNOW ALL BY THESE PRESENTS, that the United States of America, acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to the authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (40 U.S.C. 101, et seq.), and rules, orders and regulations issued

0.1207 Acre Storm Sewer Easement

pursuant thereto, and the Act of October 23, 1962, (76 Stat. 1129, 40 U.S.C. 1314), for and in consideration of the premises, does by these presents bargain, sell, grant and convey, without warranty, express or implied, unto the said City of El Paso, (hereinafter, sometimes called "Grantee"), its successors and assigns, subject to the reservations, exceptions, conditions and covenants hereinafter set forth, a non-exclusive easement, commencing on the date that the easement is executed on behalf of the Government, as follows:

The nonexclusive easement and right for the entering, accessing, construction, installation, operation, maintenance, inspection, replacement, upgrading and repairing of the storm/sewer drainage line(s) and appurtenances thereto and any other incidental uses required above, under, upon and along the easement area, being shown in Exhibit "A", which is attached hereto and incorporated by reference.

Grantee has the right of ingress and egress at any time to and from or along said right-of-way across the adjoining land of the Grantor. However, Grantee shall request ingress/egress from Grantor prior to accessing secured areas of the adjoining land of the Grantor along said right-of-way. Said Grantor contact for this provision of the easement shall be the GSA Buildings Manager Office in El Paso, Texas.

The easement rights herein conveyed are non-exclusive rights, and the United States reserves unto itself, its officers, agents, and employees, the right to construct, operate, repair, replace, upgrade, use and maintain across, on, over and/or under the Premises, facilities, including, but not limited to, electric, distribution and/or transmission lines, telephone lines, telegraph lines, parking lots, roads, and sidewalks, and the United States further reserves the right to grant to others a non-exclusive easement right for such

0.1207 Acre Storm Sewer Easement

similar purposes, and the United States further reserves the right to enter upon the premises at any time and for any purposes necessary or convenient in connection with Government purposes, to make inspections, or to make any other use of the lands as may be necessary in connection with Government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

Grantee, by acceptance of this easement covenants for itself and its successors and contractors to restore and repair any and all United States-owned property affected by the Grantee's improvements. The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee pursuant to this easement and shall exercise due diligence in the protection of all property located on the Premises against damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the General Services Administration (GSA), or at the election of GSA, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to GSA.

To the extent permitted by relevant law, the Grantee, by the acceptance of this easement, covenants for itself and its successors and contractors to indemnify and hold harmless the United States of America from and against all claims, demands, and suits arising out of or incidental to the use of the Premises by Grantee, its successors, assigns, agents and contractors.

0.1207 Acre Storm Sewer Easement

This conveyance is made and accepted subject to all other existing easements, including but not limited to existing easements for roads and highways, railroads, sewer lines, water lines, gas lines, telephone lines, electrical service, distribution, and/or transmission lines, irrigation lines and other pipelines and utilities which appear in the Real Property records of El Paso County, Texas. This easement is also subject to easements subsequently granted.

This easement will be terminated in whole or in part if there has been (a) failure to comply with any terms or conditions of the grant; or (b) a nonuse of the easement for a consecutive two-year period for the purposes for which granted; or (c) an abandonment of the easement, provided that written notice by Grantor of such termination shall be given to the grantee, its successors or assigns. Grantee shall be provided notice and a thirty-day (30) opportunity to cure any non-compliance or to rebut any notice of nonuse or abandonment.

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the City of El Paso, Attn: Daryl Cole, Street Director, 2 Civic Center Plaza, El Paso, Texas, 79901, and if to the United States, to the General Services Administration, Public Buildings Service, Acquisition Services Division, Site Acquisition Staff (7PM), 819 Taylor Street, 12th Floor, Fort Worth, TX 76102, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

0.1207 Acre Storm Sewer Easement

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the Premises are located.

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

Without prior written approval from GSA, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency (EPA), or any Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the EPA or any Federal, State, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from or on the premises. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

0.1207 Acre Storm Sewer Easement

After the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as GSA may indicate, remove said facilities described herein and restore the Premises to the satisfaction of GSA. In the event the Grantee shall fail to remove said facilities and restore the Premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.


This instrument is effective only insofar as the rights of the United States in the Premises are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any permit or license which may be required by any Federal, State or local statute in connection with use of the Premises.

TO HAVE AND TO HOLD the foregoing easement unto said Grantee, its successors and assigns for a period of twenty-five (25) years, commencing on the date executed on behalf of the Government, subject to the exceptions, reservations, covenants and conditions herein contained. Upon mutual agreement by both parties, the term may be extended for additional 10 year terms.

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused this instrument to be executed this 28 day of Sept, 2005.


0.1207 Acre Storm Sewer Easement

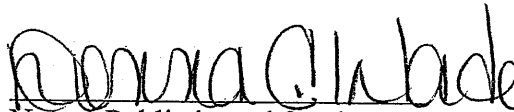
UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By 
William Neil Landers
Site Acquisition Staff, 7PM
General Services Administration
Fort Worth, Texas

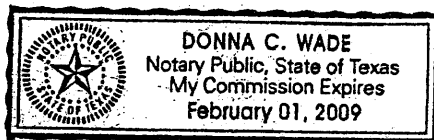
STATE OF TEXAS

COUNTY OF TARRANT

 The foregoing instrument was acknowledged before me this 08 day of Sept, 2005, by William Neil Landers as Contracting Officer on behalf of the United States of America acting through its General Services Administration.


Notary Public in and for the
State of Texas

My commission expires:



0.1207 Acre Storm Sewer Easement

The City of El Paso

Joyce A. Wilson
City Manager

STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Joyce A. Wilson as City Manager on behalf of the City of El Paso, TX.


Notary Public in and for the
State of Texas

My commission expires:

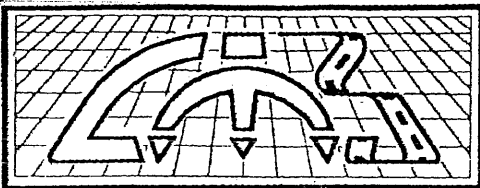
APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT



Daryl W. Cole, Director
Streets Department



Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

METES AND BOUNDS DESCRIPTION

PROPOSED 10 FEET WIDE STORM SEWER EASEMENT

A 0.1207 ACRE PARCEL OF LAND LOCATED WITHIN UNITED STATES GOVERNMENT PROPERTY PASEO DEL NORTE PORT OF ENTRY, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at an existing 5/8" rebar with cap stamped "LAND-MARK TX5710" lying at the point of intersection of the westerly boundary line of said United States Government Paseo Del Norte Port of Entry property with the northerly right of way line of Border Highway (Loop 375); **THENCE**, North 01°14'46" West continuing with said westerly boundary line a distance of 8.04 feet to the **POINT OF BEGINNING** for the following easement description;

THENCE, North 01°14'46" West continuing with said westerly boundary line a distance of 10.35 feet to a corner of this easement;

THENCE, leaving said westerly boundary line, North 74°09'50" East a distance of 303.94 feet to a corner of this easement;

THENCE, North 14°40'35" West a distance of 100.41 feet to a corner of this easement;

THENCE, North 75°19'25" East a distance of 10.00 feet to a corner of this easement;

THENCE, South 14°40'35" East a distance of 102.86 feet to a corner of this easement;

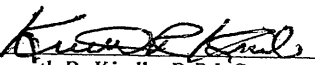
THENCE, South 44°10'50" East a distance of 117.81 feet to a point lying in the northerly right of way line of Border Highway (Loop 375) and a corner of this easement;

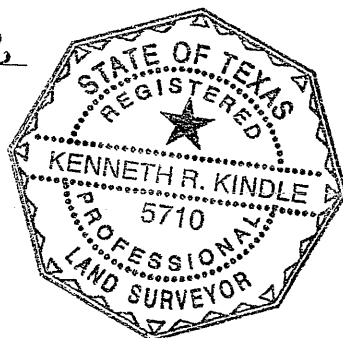
THENCE, with said northerly right of way line and with the arc of a curve to the right with a radius of 2243.83 feet, a chord 11.92 feet in length bearing South 78°48.31" West, a central angle of 00°18'16", a distance of 11.92 feet to a corner of this easement;

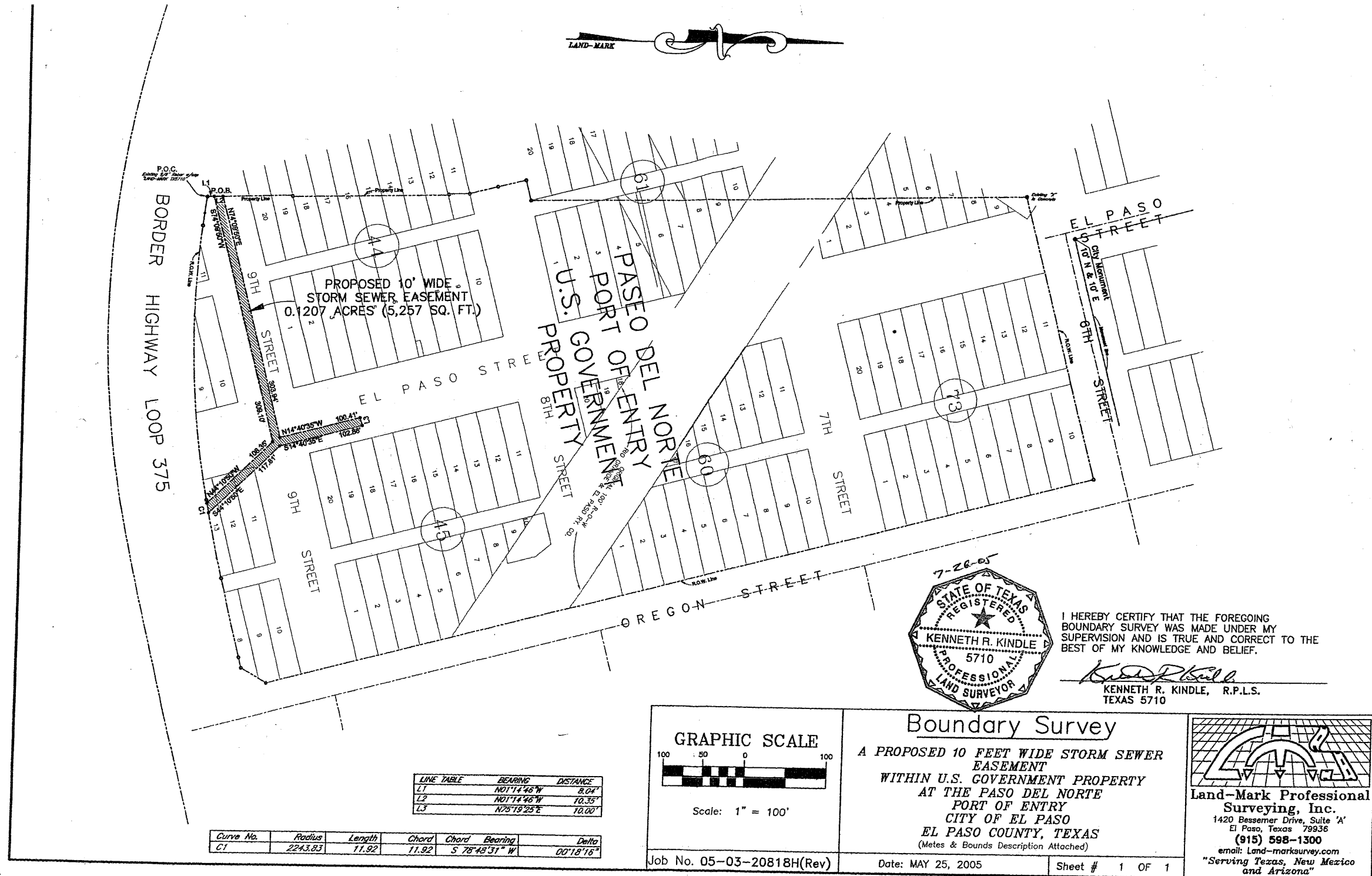
THENCE, leaving said northerly right of way line, North 44°10'50" West a distance of 108.35 feet to a corner of this easement;

THENCE, South 74°09'50" West a distance of 309.10 feet to the **POINT OF BEGINNING**.

This easement as described above contains 0.1207 Acres (5,257 Square Feet) more or less.


Kenneth R. Kindle, R.P.L.S.
Texas License No. 5710
Job. No. 20818H(Rev1)
Date: July 23, 2005.





COPY

Easement No. GS-07B-99079

EASEMENT DEED WITHOUT WARRANTY

STATE OF TEXAS)(

COUNTY OF EL PASO)(

WHEREAS, the United States of America and the City of El Paso, a municipal corporation operating in the State of Texas, County of El Paso, and whose address is 2 Civic Center Plaza, El Paso, Texas, 79901, have mutual interests and benefits in and from the contemplated easement uses on property owned by the United States of America:

- Utility Line(s)
- Pedestrian Access
- Pedestrian Canopies
- Illumination
- Fiber Optic Communications

WHEREAS, to create and maintain said uses, the City of El Paso needs an easement to use portions of the Federal Site; and

WHEREAS, the City of El Paso has requested that the United States of America grant it an easement as depicted in the attached exhibit, which is incorporated by reference for all purposes, hereinafter referred to as the Premises, over property owned by the United States of America, for the purpose of entering, accessing, constructing, installing, operating, maintaining, inspecting, replacing, upgrading and repairing the above referenced uses, therewith; and,

NOW, THEREFORE KNOW ALL BY THESE PRESENTS, that the United States of America, acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to the authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (40 U.S.C. 101, et seq.), and rules, orders and regulations issued pursuant thereto, and the Act of October 23, 1962, (76 Stat. 1129, 40 U.S.C. 1314), for and in consideration of the premises, does by these presents bargain, sell, grant and convey, without warranty, express or implied, unto the said City of El Paso, (hereinafter, sometimes called "Grantee"), its successors and assigns, subject to the reservations, exceptions, conditions and covenants hereinafter set forth, a non-exclusive easement, commencing on the date that the easement is executed on behalf of the Government, as follows:

The nonexclusive easement and right for the entering, accessing, construction, installation, operation, maintenance, inspection, replacement, upgrading and repairing of the utility line(s), pedestrian access, pedestrian canopies, illumination, fiber optic communications line(s) and appurtenances thereto and any other incidental uses required above, under, upon and along the easement area, being shown in Exhibit "A", which is attached hereto and incorporated by reference.

Grantee has the right of ingress and egress at any time to and from or along said right-of-way across the adjoining land of the Grantor. However, Grantee shall request ingress/egress from Grantor prior to accessing secured areas of the adjoining land of the Grantor along said right-of-way. Said Grantor contact for this provision of the easement shall be the GSA Buildings Manager Office in El Paso, Texas.

0.0246 Acre Traffic Counter Easement

The easement rights herein conveyed are non-exclusive rights, and the United States reserves unto itself, its officers, agents, and employees, the right to construct, operate, repair, replace, upgrade, use and maintain across, on, over and/or under the Premises, facilities, including, but not limited to, electric, distribution and/or transmission lines, telephone lines, telegraph lines, parking lots, roads, and sidewalks, and the United States further reserves the right to grant to others a non-exclusive easement right for such similar purposes, and the United States further reserves the right to enter upon the premises at any time and for any purposes necessary or convenient in connection with Government purposes, to make inspections, or to make any other use of the lands as may be necessary in connection with Government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

Grantee, by acceptance of this easement covenants for itself and its successors and contractors to restore and repair any and all United States-owned property affected by the Grantee's improvements. The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee pursuant to this easement and shall exercise due diligence in the protection of all property located on the Premises against damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the General Services Administration (GSA), or at the election of GSA, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to GSA.

0.0246 Acre Traffic Counter Easement

To the extent permitted by relevant law, the Grantee, by the acceptance of this easement, covenants for itself and its successors and contractors to indemnify and hold harmless the United States of America from and against all claims, demands, and suits arising out of or incidental to the use of the Premises by Grantee, its successors, assigns, agents and contractors.

This conveyance is made and accepted subject to all other existing easements, including but not limited to existing easements for roads and highways, railroads, sewer lines, water lines, gas lines, telephone lines, electrical service, distribution, and/or transmission lines, irrigation lines and other pipelines and utilities which appear in the Real Property records of El Paso County, Texas. This easement is also subject to easements subsequently granted.

This easement will be terminated in whole or in part if there has been (a) failure to comply with any terms or conditions of the grant; or (b) a nonuse of the easement for a consecutive two-year period for the purposes for which granted; or (c) an abandonment of the easement, provided that written notice by Grantor of such termination shall be given to the grantee, its successors or assigns. Grantee shall be provided notice and a thirty-day (30) opportunity to cure any non-compliance or to rebut any notice of nonuse or abandonment.

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the City of El Paso, Attn: Daryl Cole, Street Director, 2 Civic Center Plaza, El Paso, Texas, 79901, and if to the United States, to the General Services Administration, Public Buildings Service, Acquisition Services Division, Site Acquisition Staff (7PM), 819 Taylor Street, 12th Floor, Fort Worth, TX 76102, or as may

from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the Premises are located.

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

Without prior written approval from GSA, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency (EPA), or any Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the EPA or any Federal, State, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent

from or on the premises. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

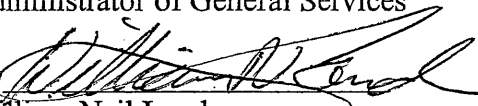
After the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as GSA may indicate, remove said facilities described herein and restore the Premises to the satisfaction of GSA. In the event the Grantee shall fail to remove said facilities and restore the Premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

This instrument is effective only insofar as the rights of the United States in the Premises are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any permit or license which may be required by any Federal, State or local statute in connection with use of the Premises.

TO HAVE AND TO HOLD the foregoing easement unto said Grantee, its successors and assigns for a period of twenty-five (25) years, commencing on the date executed on behalf of the Government, subject to the exceptions, reservations, covenants and conditions herein contained. Upon mutual agreement by both parties, the term may be extended for additional 10 year terms.

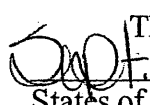
IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused this instrument to be executed this 28 day of Sept., 2005.

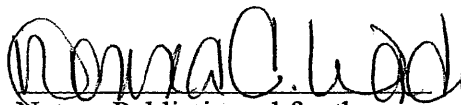
UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By 
William Neil Landers
Site Acquisition Staff, 7PM
General Services Administration
Fort Worth, Texas

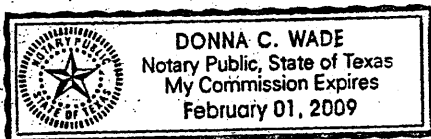
STATE OF TEXAS

COUNTY OF TARRANT

 The foregoing instrument was acknowledged before me this 28 day of
Sept., 2005, by William Neil Landers as Contracting Officer on behalf of the United
States of America acting through its General Services Administration.


Notary Public in and for the
State of Texas

My commission expires:



0.0246 Acre Traffic Counter Easement

The City of El Paso

Joyce A. Wilson
City Manager

STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Joyce A. Wilson as City Manager on behalf of the City of El Paso, TX.

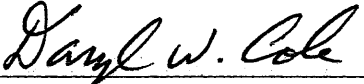
Notary Public in and for the
State of Texas

My commission expires:

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT



Daryl W. Cole, Director
Streets Department

EL PASO STREET

(70.00' R.O.W.)

P.O.C.
Existing
City Monument
10' N & 10' E

SIXTH STREET
(70.00' R.O.W.)

PROPOSED EASEMENT
0.0246 ACRES (1,072 SQ. FT.)

PASEO DEL NORTE
PORT OF ENTRY

U.S. GOVERNMENT
PROPERTY

LINE	DIRECTION	DISTANCE
L1	N 75°19'25" E	19.75'
L2	S 14°40'57" E	31.99'
L3	S 75°19'25" W	22.94'
L4	N 14°40'57" W	22.72'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	21.76'	21.28'	20.43'	S13°31'03"W	56°01'32"
C2	48.56'	30.66'	30.15'	N10°31'56"E	36°10'18"

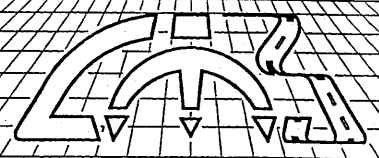
REVISED JULY 18, 2005

I hereby certify that the foregoing
boundary survey was made by me
or under my supervision and is true
and correct to the best of my
knowledge and belief.

Plat of Survey

OF
A PROPOSED
TEXAS DEPARTMENT OF TRANSPORTATION
TRAFFIC COUNTER EASEMENT
LOCATED IN A PORTION OF
LOTS 11 AND 12, BLOCK 73,
CAMPBELL ADDITION, CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

(Metes & Bounds Description Attached)



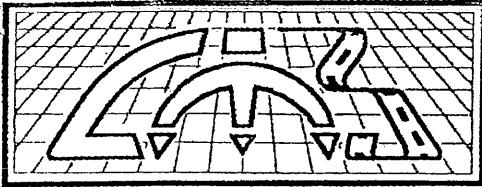
Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
email: Land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

Job No. 05-03-20818B

Scale: 1" = 40'

Date: March 29, 2005

Kenneth R. Kindel
Kenneth R. Kindel, R.P.L.S.
Texas 5710



Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

METES AND BOUNDS DESCRIPTION

PROPOSED TEXAS DEPARTMENT OF TRANSPORTATION TRAFFIC COUNTER EASEMENT

A 0.0246 ACRE PARCEL OF LAND BEING A PORTION OF LOTS 11 AND 12, BLOCK 73, CAMPBELL ADDITION TO THE CITY OF EL PASO, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS. SAID LOTS LOCATED WITHIN UNITED STATES GOVERNMENT PROPERTY PASEO DEL NORTE PORT OF ENTRY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at an existing city monument lying 10 feet east and 10 feet north of the centerline intersection of Sixth Street (70' R.O.W.) and El Paso Street (70' R.O.W.); **THENCE**, South 14°40'35" East a distance of 45.00 feet to a point lying in the southerly projected right of way line of said Sixth Street identical with the northerly boundary line of the Paseo Del Norte Port of Entry property; **THENCE**, North 75°19'25" East with said common line and a portion of the northerly boundary line of said Lot 11 a distance of 67.62 feet to the **POINT OF BEGINNING** for the following easement description;

THENCE, North 75°19'25" East with said common line and a portion of the northerly boundary line of said Lot 11 a distance of 19.75 feet to a corner of this easement;

THENCE, leaving said common boundary and right of way line and with the arc of a 21.76 feet radius curve to the left thru a central angle of 56°01'32" with a chord 20.44 feet in length bearing South 13°31'03" West a distance of 21.28 feet to a corner of this easement;

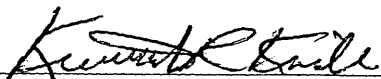
THENCE, South 14°40'57" East a distance of 31.99 feet to a corner of this easement;

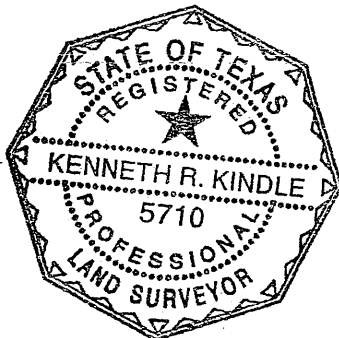
THENCE, South 75°19'25" West a distance of 22.94 feet to a corner of this easement;

THENCE, North 14°40'57" West a distance of 22.72 feet to a corner of this easement;

THENCE, with the arc of a 48.56 feet radius non-tangent curve to the right thru a central angle of 36°10'18" with a chord 30.15 feet in length bearing North 10°31'56" East a distance of 30.66 feet to the **POINT OF BEGINNING**.

This easement as described above contains 0.0246 Acres (1,072 Square Feet) more or less.


Kenneth R. Kindle, R.P.L.S.
Texas License No. 5710
Job. No. 20818B
Date: July 23, 2005



1420 Bessemer • El Paso, Texas 79936

Tel. (915) 598-1300 • Fax (915) 598-1221 • E-mail address: lmsurvey@swbell.net

COPY

Easement No. GS-07B-99080

EASEMENT DEED WITHOUT WARRANTY

STATE OF TEXAS)(

COUNTY OF EL PASO)(

WHEREAS, the United States of America and the City of El Paso, a municipal corporation operating in the State of Texas, County of El Paso, and whose address is 2 Civic Center Plaza, El Paso, Texas, 79901, have mutual interests and benefits in and from the contemplated easement uses on property owned by the United States of America:

- Utility Line(s)
- Pedestrian Access
- Pedestrian Canopies
- Landscaping
- Illumination
- Fiber Optic Communications

WHEREAS, to create and maintain said uses, the City of El Paso needs an easement to use portions of the Federal Site; and

WHEREAS, the City of El Paso has requested that the United States of America grant it an easement as depicted in the attached exhibit, which is incorporated by reference for all purposes, hereinafter referred to as the Premises, over property owned by the United States of America, for the purpose of entering, accessing, constructing, installing, operating, maintaining, inspecting, replacing, upgrading and repairing the above referenced uses, therewith; and,

NOW, THEREFORE KNOW ALL BY THESE PRESENTS, that the United States of America, acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to the authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (40 U.S.C. 101, et seq.), and rules, orders and regulations issued pursuant thereto, and the Act of October 23, 1962, (76 Stat. 1129, 40 U.S.C. 1314), for and in consideration of the premises, does by these presents bargain, sell, grant and convey, without warranty, express or implied, unto the said City of El Paso, (hereinafter, sometimes called "Grantee"), its successors and assigns, subject to the reservations, exceptions, conditions and covenants hereinafter set forth, a non-exclusive easement, commencing on the date that the easement is executed on behalf of the Government, as follows:

The nonexclusive easement and right for the entering, accessing, construction, installation, operation, maintenance, inspection, replacement, upgrading and repairing of the utility line(s), pedestrian access, pedestrian canopies, landscaping, illumination, fiber optic communications line(s) and appurtenances thereto and any other incidental uses required above, under, upon and along the easement area, being shown in Exhibit "A", which is attached hereto and incorporated by reference.

Grantee has the right of ingress and egress at any time to and from or along said right-of-way across the adjoining land of the Grantor. However, Grantee shall request ingress/egress from Grantor prior to accessing secured areas of the adjoining land of the Grantor along said right-of-way. Said Grantor contact for this provision of the easement shall be the GSA Buildings Manager Office in El Paso, Texas.

0.1295 Acre Overhead Canopy Easement

The easement rights herein conveyed are non-exclusive rights, and the United States reserves unto itself, its officers, agents, and employees, the right to construct, operate, repair, replace, upgrade, use and maintain across, on, over and/or under the Premises, facilities, including, but not limited to, electric, distribution and/or transmission lines, telephone lines, telegraph lines, parking lots, roads, and sidewalks, and the United States further reserves the right to grant to others a non-exclusive easement right for such similar purposes, and the United States further reserves the right to enter upon the premises at any time and for any purposes necessary or convenient in connection with Government purposes, to make inspections, or to make any other use of the lands as may be necessary in connection with Government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

Grantee, by acceptance of this easement covenants for itself and its successors and contractors to restore and repair any and all United States-owned property affected by the Grantee's improvements. The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee pursuant to this easement and shall exercise due diligence in the protection of all property located on the Premises against damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the General Services Administration (GSA), or at the election of GSA, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to GSA.

0.1295 Acre Overhead Canopy Easement

To the extent permitted by relevant law, the Grantee, by the acceptance of this easement, covenants for itself and its successors and contractors to indemnify and hold harmless the United States of America from and against all claims, demands, and suits arising out of or incidental to the use of the Premises by Grantee, its successors, assigns, agents and contractors.

This conveyance is made and accepted subject to all other existing easements, including but not limited to existing easements for roads and highways, railroads, sewer lines, water lines, gas lines, telephone lines, electrical service, distribution, and/or transmission lines, irrigation lines and other pipelines and utilities which appear in the Real Property records of El Paso County, Texas. This easement is also subject to easements subsequently granted.

This easement will be terminated in whole or in part if there has been (a) failure to comply with any terms or conditions of the grant; or (b) a nonuse of the easement for a consecutive two-year period for the purposes for which granted; or (c) an abandonment of the easement, provided that written notice by Grantor of such termination shall be given to the grantee, its successors or assigns. Grantee shall be provided notice and a thirty-day (30) opportunity to cure any non-compliance or to rebut any notice of nonuse or abandonment.

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the City of El Paso, Attn: Daryl Cole, Street Director, 2 Civic Center Plaza, El Paso, Texas, 79901, and if to the United States, to the General Services Administration, Public Buildings Service, Acquisition Services Division, Site Acquisition Staff (7PM), 819 Taylor Street, 12th Floor, Fort Worth, TX 76102, or as may

from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the Premises are located.

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

Without prior written approval from GSA, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency (EPA), or any Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the EPA or any Federal, State, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent

0.1295 Acre Overhead Canopy Easement

from or on the premises. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

After the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as GSA may indicate, remove said facilities described herein and restore the Premises to the satisfaction of GSA. In the event the Grantee shall fail to remove said facilities and restore the Premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

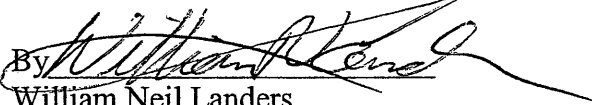
This instrument is effective only insofar as the rights of the United States in the Premises are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any permit or license which may be required by any Federal, State or local statute in connection with use of the Premises.

TO HAVE AND TO HOLD the foregoing easement unto said Grantee, its successors and assigns for a period of twenty-five (25) years, commencing on the date executed on behalf of the Government, subject to the exceptions, reservations, covenants and conditions herein contained. Upon mutual agreement by both parties, the term may be extended for additional 10 year terms.

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused this instrument to be executed this 28 day of Sept, 2005.


0.1295 Acre Overhead Canopy Easement

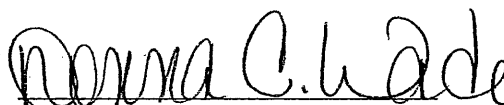
UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By 
William Neil Landers
Site Acquisition Staff, 7PM
General Services Administration
Fort Worth, Texas

STATE OF TEXAS

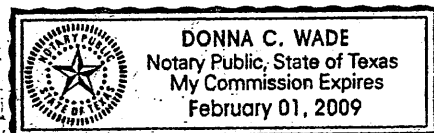
COUNTY OF TARRANT

 The foregoing instrument was acknowledged before me this 28 day of
Sept., 2005, by William Neil Landers as Contracting Officer on behalf of the United
States of America acting through its General Services Administration.



Notary Public in and for the
State of Texas

My commission expires:



0.1295 Acre Overhead Canopy Easement

The City of El Paso

Joyce A. Wilson
City Manager

STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Joyce A. Wilson as City Manager on behalf of the City of El Paso, TX.

Notary Public in and for the
State of Texas

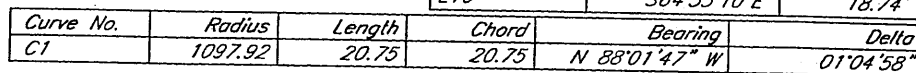
My commission expires:

APPROVED AS TO FORM:

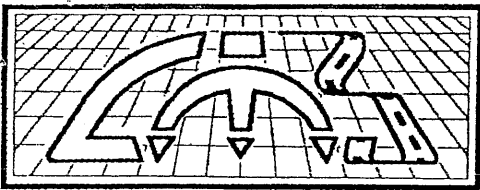
Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT

Daryl W. Cole
Daryl W. Cole, Director
Streets Department



Date: March 30, 2005



Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

METES AND BOUNDS DESCRIPTION

PROPOSED OVERHEAD CANOPY AND BRIDGE ENTRANCE EASEMENT

A 0.1295 ACRE PARCEL OF LAND BEING A PORTION OF LOTS 1, 2 3 4 AND 5, BLOCK 44, AND LOTS 10 AND 11, BLOCK 36, CAMPBELL ADDITION TO THE CITY OF EL PASO, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 68, PLAT RECORDS OF EL PASO COUNTY, TEXAS, AND A PORTION OF VACATED 9TH STREET AND EL PASO STREET. SAID LOTS AND VACATED PORTIONS OF SAID STREETS LOCATED WITHIN UNITED STATES GOVERNMENT PROPERTY PASEO DEL NORTE PORT OF ENTRY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at an existing city monument lying 10 feet east and 10 feet north of the centerline intersection of Sixth Street (70' R.O.W.) and El Paso Street (70' R.O.W.); THENCE, South 14°40'35" East a distance of 819.14 feet to a point; THENCE, South 75°19'25" West a distance of 2.27 feet to a corner of this proposed easement and the POINT OF BEGINNING for the following easement description:

THENCE, South 08°00'55" East a distance of 50.47 feet to a corner of this easement;

THENCE, South 81°59'05" West a distance of 32.98 feet to a corner of this easement;

THENCE, South 26°20'52" West a distance of 8.58 feet to a corner of this easement;

THENCE, South 22°48'40" West a distance of 127.56 feet to a corner of this easement;

THENCE, South 17°22'43" West a distance of 100.46 feet to a point lying in the northerly right of way line of U. S. Highway 375 (Border Highway) and a corner of this easement;

THENCE, with said northerly right of way line and with the arc of a 1097.92 feet radius curve to the right thru a central angle of 01°04'58" with a chord 20.75 feet in length bearing North 88°01'47" West a distance of 20.75 feet to a corner of this easement;

THENCE, leaving said northerly right of way line, North 17°22'43" East a distance of 106.92 feet to a corner of this easement;

THENCE, North 22°48'40" East a distance of 9.95 feet to a corner of this easement;

THENCE, South 72°05'08" East a distance of 10.04 feet to a corner of this easement;

THENCE, North 22°48'40" East a distance of 117.85 feet to a corner of this easement;


THENCE, North 78°00'41" West a distance of 10.18 feet to a corner of this easement;

THENCE, North 22°48'40" East a distance of 2.22 feet to a corner of this easement;

THENCE, North 26°20'23" East a distance of 69.33 feet to a corner of this easement;

THENCE, South 64°35'10" East a distance of 18.74 feet to the POINT OF BEGINNING.

This easement as described above contains 0.1295 Acres (5,643 Square Feet) more or less.


Kenneth R. Kindle, R.P.L.S.
Texas License No. 5710
Job. No. 20818A
Date: July 23, 2005.



1420 Bessemer • El Paso, Texas 79936

Tel. (915) 598-1300 • Fax (915) 598-1221 • E-mail address: lmsurvey@swbell.net